

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

IN THE LAKE CIRCUIT COURT

CAUSE NO. 45C010602M100013

IN RE: DRAGAN LISAK,)
)
Respondent.)

AVC NO. 06-003

Filed in Open Court

FEB 23 2006

ASSURANCE OF VOLUNTARY COMPLIANCE

Thomas R. Philpot
CLERK LAKE CIRCUIT COURT

The State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Terry Tolliver, and the Respondent, Dragan Lisak, enter into an Assurance of Voluntary Compliance ("Assurance"), pursuant to Indiana Code § 24-5-0.5-7.

Any violation of the terms of this Assurance constitutes *prima facie* evidence of a deceptive act. This Assurance is entered into without any adjudication of any issue of fact or law, and upon consent of the parties.

The parties agree:

1. The Respondent is an individual, residing at 6515 Missouri Avenue, Hammond, Indiana, 46323, and transacts business with consumers via the Internet.
2. The terms of this Assurance apply to and are binding upon the Respondent, his employees, agents, representatives, successors, and assigns.
3. The Respondent acknowledges the jurisdiction of the Consumer Protection Division of the Office of the Attorney General to investigate matters hereinafter described, pursuant to the authority of Ind. Code § 4-6-9-4 and Ind. Code § 24-5-0.5-1, *et seq.*

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4. The Respondent acknowledges he has been advised the Attorney General's role in this matter is to serve as counsel for the State of Indiana and the State of Indiana has not given the Respondent any legal advice regarding this matter. The Respondent expressly acknowledges the State of Indiana has previously advised the Respondent to secure legal counsel prior to entering into this Assurance for any legal advice the Respondent requires.

5. The Respondent, in soliciting and/or contracting with consumers, agrees to refrain from representing, either orally or in writing, the subject of a consumer transaction has sponsorship, approval, performance, characteristics, accessories, uses, or benefits it does not have which the Respondent knows or should reasonably know it does not have.

6. The Respondent, in soliciting and/or contracting with consumers, agrees to refrain from representing, either orally or in writing, he is able to deliver or complete the subject of a consumer transaction within a reasonable period of time, when he knows or reasonably should know he cannot.

7. The Respondent, in soliciting and/or contracting with consumers, agrees to refrain from representing, either orally or in writing, the consumer will be able to purchase the subject of the consumer transaction as advertised by the Respondent, if the Respondent does not intend to sell it.

8. The Respondent, in soliciting and/or contracting with consumers, agrees to fully comply with the Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-1, *et seq.*

9. Upon execution of this Assurance, the Respondent shall pay consumer restitution, in the amount of One Thousand Two Hundred and Thirty Dollars (\$1,230.00), to the Office of the Attorney General on behalf of Katherine Risk of Santo Domingo, Dominican Republic.

10. Upon execution of this Assurance, the Respondent shall pay consumer restitution, in the amount of Seven Hundred and Forty Dollars (\$740.00), to the Office of the Attorney General on behalf of James Norton of Edmonds, Washington.

11. Upon execution of this Assurance, the Respondent shall pay consumer restitution, in the amount of One Thousand Five Hundred Dollars (\$1,500.00), to the Office of the Attorney General on behalf of John Hardin of Conyers, Georgia.

12. Upon execution of this Assurance, the Respondents shall pay costs in the amount of Three Hundred Dollars (\$300.00) to the Office of the Attorney General.

13. The Respondent shall hereby cease doing business as a supplier of goods via the Internet within the State of Indiana and shall not resume business as an individual, owner, principal, or investor in a subsequent business or corporation operating as a supplier of goods via the Internet within the State of Indiana. For purposes of this Assurance, the term "supplier" shall have the meaning found in Ind. Code § 24-5-0.5-2(a)(3) and shall mean a seller, lessor, assignor, or other person who regularly engages in or solicits consumer transactions.

14. The Respondent shall not represent the Office of the Attorney General approves or endorses the Respondent's past or future business practices, or execution of this Assurance constitutes such approval or endorsement.

15. The Respondent shall fully cooperate with the Office of the Attorney General in the resolution of any future written complaints the Consumer Protection Division receives.

16. The Office of the Attorney General shall file this Assurance with the Circuit Court of Lake County. The Court's approval of this Assurance shall not act as a bar to any private right of action.

DATED this 17 day of January, 2006.

STATE OF INDIANA

RESPONDENT

STEVE CARTER
Indiana Attorney General

Dragan Lisak
DRAGAN LISAK

By:

Terry Tolliver

Terry Tolliver
Deputy Attorney General
Atty. No. 22556-49
Office of Attorney General
302 W. Washington, 5th Floor
Indianapolis, Indiana 46204
Telephone: (317) 233-3300

APPROVED this 23rd day of Feb, 2006.

[Signature]

Judge, Lake County Circuit Court

Distribution:

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